

5.1 PAGE 564

# CERTIFICATE OF PUBLICATION

From THE NEWS-POST Frederick, Md.

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## TRUSTEE'S SALE

### TRUSTEE'S SALE OF VALUABLE PARTIALLY-IMPROVED COMMERCIAL PROPERTY IN FREDERICK COUNTY MARYLAND

Under and by virtue of the power and authority conferred on them by that certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits (the "Deed of Trust") dated December 31, 1985 from Orchard Plaza I Limited Partnership, a Maryland limited partnership, to William E. Thompson and Mary C. Martin, original Trustees and Diane Dallape, Substitute Trustee for the benefit of First American Bank of Maryland, a Maryland banking corporation, Lender, and duly recorded on January 7, 1986 in Liber 1318, at Folio 147, and by an Appointment of Substitute Trustee dated April 9, 1987, recorded April 9, 1987 among the land records of Frederick County, Maryland, and a default having occurred in the payment of the indebtedness secured by said Deed of Trust, at the request of the holder of said indebtedness, the undersigned substitute trustee (the "Trustee") will offer for sale at public auction to be held on the front steps of the Frederick County Courthouse, 100 West Patrick Street, Frederick, Maryland on:

**THURSDAY, MAY 21, 1987**  
**AT 11:00 A.M. (PREVAILING TIME)**

all of the lot or parcel of ground together with improvements thereon, described as follows:

All of that piece or parcel of land situate, lying and being in the City of Frederick, Frederick County, Maryland, being a part of the same land described in a conveyance from Charles I. Wiles and Gladys B. Wiles, his wife, to Leo L. Seligson and Mildred L. Seligson, his wife, by deed November 17, 1964 and recorded among the Land Records of Frederick County, Maryland in Liber 714 at Folio 300 and being more particularly described in metes and bounds in the Deed of Trust.

#### TERMS OF SALE

This advertisement, as amended or supplemented by any oral announcements made by the Trustee during the conduct of the sale, constitutes the Trustee's entire statement relative to the premises described herein and the terms and conditions upon which premises shall be offered for sale. The Trustee reserves the unqualified right to withdraw the premises at any time prior to the conclusion of the public auction. In the event the Trustee determines that any opening bid is not commensurate with the value of the premises, she may withdraw the premises from the sale. The highest bidder acknowledged by the Trustee shall be the purchaser.

In the event of any dispute among the bidders, the Trustee shall have the sole and final discretion either to determine the successful bidder or to then and there reoffer and resell the premises. Any loss or damage to the property from and after the date of sale will be at the risk of the successful bidder. The Trustee may require bidders to tender the deposit set forth below prior to the sale in order to bid, which deposit will be returned to all but the successful bidder ("Purchaser").

At the time of the sale, the Trustees will require, except in the case that the Lender is the Purchaser, a deposit of \$25,000.00 (hereinafter called the "Deposit"), made payable to the order of the Trustee. The Deposit shall be a certified check or some other form of exchange acceptable to the Trustee, in her sole and absolute discretion. The balance of the purchase price shall bear interest from the date of the sale to the date of settlement at a fluctuating annual interest rate equal to the sum of two and one-half percent (2.5%) per annum plus a rate index of the average monthly yield on twelve month United States Treasury Securities, as more fully set forth in the Promissory Note of even date with the Deed of Trust, and shall be paid to the Trustee at settlement in cash or equivalent immediately available funds. Settlement shall occur within ten (10) days of the final ratification of sale by the Circuit Court for Frederick County, Maryland, unless extended thereafter in the sole discretion of the Trustee. Payment of the balance will be in cash, or at the sole discretion of the Trustee, by certified check or other immediately available funds. Time is of the essence.

Frederick, Md.

This is to certify that the annexed

was published in

a newspaper published in Frederick County on the following

dates:

4/30-5/8-15/87

THE NEWS-POST

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In the event the Purchaser fails to consummate the purchase in accordance with the terms of sale as provided herein, in addition to any other remedies available to the Trustee at law or in equity, the Deposit may be forfeited at the option of the Trustee, and the Trustee may resell the property, at the risk and cost of the Purchaser. The forfeited Deposit will be applied to the costs and expenses of both sales. The defaulting purchaser shall be liable for the payment of all costs and expenses of both sales plus any deficiency.

Adjustment of all taxes, water charges, water rents, sewer rents, ground rents, fuel, if any, and all other public charges and assessments payable on an annual, semi-annual or quarterly basis shall be paid to the date of sale and assumed thereafter by the Purchaser. All conveyancing charges, recording charges, title examination charges, state and local transfer taxes, recordation taxes, real estate stamps, notary fees, etc., and all other costs incident to settlement, of whatsoever kind and amount, shall be paid by Purchaser. The property is sold: (i) subject to any and all easements, covenants, rights of way, agreements, conditions, limitations and prior liens and encumbrances of record; (ii) in "as is" condition, and (iii) without warranty as to the accuracy of the information furnished to and/or by the Trustee and made available to prospective bidder(s).

Prospective bidders and other interested parties may obtain additional information concerning the sale by contacting the attorney listed below.

**NEIL I. LEVY, ESQ.**

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THOMAS J. OWEN & SON, Auctioneer (202) 362-3600